

Broker/Nursery Compliance Agreement No-

[Pursuant to Food and Agricultural Code Sections 5705, 6045 et seq., 6505, and 6901 et seq.]

Parties:

1. _____ County Agricultural Commissioner ("CAC").
Contact: _____
_____, CA _____
Telephone: (____) ____-____
Facsimile: (____) ____-____
2. California Department of Food and Agriculture ("CDFA").
3. Name of Broker: _____
(subsequently referred to as "Broker").

Mailing Address: _____ City: _____ Zip: _____

Physical Location: _____ City: _____ Zip: _____

Compliance Agreement Number: _____

Background:

Pierce's Disease presents a clear and present danger to a vital industry in the State of California. Movement of the vector, glassy-winged sharpshooter (GWSS), via movement of nursery stock is a recognized channel for this vector of Pierce's Disease to move from established locations to new locations.

Pursuant to Article 8 (commencing with Section 6045) of Chapter 9 of Part 1 of Division 4 of the Food and Agricultural Code (Act), CDFA administers a cooperative effort between public entities, which are responsible to contain GWSS and Pierce's Disease. CAC is such a public entity, with additional authority and responsibility conferred by Food and Agricultural Code Section 6501 et seq. with respect to nursery stock entering CAC's county and also conferred by Food and Agricultural Code Section 6901 et seq. with respect to nursery stock leaving CAC's county.

Pursuant to Food and Agricultural Code Section 5705, either or both CDFA and CAC may enter into Compliance Agreements with Brokers pursuant to statutory standards, as a means of carrying out the statutory responsibilities set out hereinabove. CAC is willing to permit such movement pursuant to Food and Agricultural Code Section 6045 et seq. and 6901 et seq. if Broker complies with CAC's reasonable time, place, and means restrictions as set forth in this agreement and its attachments. CDFA, in its capacity as administrator of GWSS, enters into this agreement on behalf of destination counties pursuant to Food and Agricultural Code Sections 5705, 6045 et seq., and 6501 et seq.

Broker operates in CAC's jurisdiction and is in the business of moving nursery stock. Broker operates in a regulated area or is receiving regulated articles from a regulated area. However, Broker wishes to take preventative measures to insure that it may continue to move its nursery stock into areas not known to be infested. Broker is, therefore, willing to enter into a Compliance Agreement pursuant to Food and Agricultural Code Section 5705.

Agreement:

- A. Subject to the requirements set out in Exhibit A, CAC will permit Broker to self-execute the Broker Compliance Agreement Requirements, attached as Exhibit A and incorporated into this agreement by reference as if fully set out.
- B. In exchange for CAC's promise contained in sub-paragraph "A" above, Broker agrees to:
 1. Handle, process, and/or move regulated stock in accordance with the Compliance Requirements;
 2. Follow CAC's instructions, whether written or in the form of a verbal communication from an authorized representative, for the use of any and all GWSS permits and certificates; and,
 3. Maintain and make such records, as CAC requires accessible for inspection upon reasonable notice by CAC. These records shall be maintained for a period of the later of two years or the resolution of any outstanding claims;
- C. Agreement becomes effective on signing and shall remain in effect until canceled by either party on thirty days notice to the other at the address of either appearing above. However, CAC or CDFA may accelerate the notice to immediate for cause, including but not limited to discovery of glassy-winged sharpshooter in Broker stock or Broker's abandonment of the procedures outlined in the attached Exhibit A.

D. Broker assumes all liability, if any, arising from the manner in which Broker sells, handles or distributes any regulated host material.

E. If any provision of this agreement is invalidated the balance of this Agreement's provisions shall continue in full force and effect unless the Agreement is cancelled by CAC or CDFA in accordance with sub-paragraph C.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to civil penalties pursuant to California Food and Agricultural Code Section 5705. Any violation of Sections 3650 through 3660, California Code of Regulations, may result in civil or criminal penalties or both.

Signed in the County of _____ in the State of California on ____/____/2010.

Broker, by:

Manager/Owner

CAC, by:

Authorized Representative

Approved:

_____/____/2010

CDFA, by:

Authorized Representative

Exhibit A

Broker Compliance Requirements

Broker agrees to the following:

1. Shipping Period

Broker may move nursery stock intrastate from the date the compliance agreement is issued, for a period of up to one year or until directed otherwise by the CAC.

2. Restriction on Sources of Regulated Articles

Broker may only broker plants from sources within the regulated areas under the following conditions:

- a. Plant material must come from nurseries with active GWSS compliance agreements.
- and
- b. Plant material must come from nurseries designated as free-from GWSS.

Plants that come from outside the State of California and do not meet the criteria above must be segregated, safeguarded, and not presented for sale until they have been inspected and released by the CAC. Plants may or may not require a treatment.

Broker shall maintain a record of receipt and/or a bill of lading for all plants brokered from all sources for a period of 24 months.

3. Maintain Identity

Broker shall maintain the identity of all plants that originated from sources in regulated areas that are in compliance with provisions 2a and 2b.

4. Requirements for Intrastate Movement

Broker shall ensure that proper certification accompanies each shipment of plants moved intrastate. This includes the blue hold tag and compliance agreement number.

5. Records

Broker shall maintain records of receipt for all plants moved intrastate and provide such records to the CAC when requested. Broker shall allow the CAC to perform periodic inspections to verify compliance with this provision.

6. Infested Nursery Stock

If any plant material originating from Broker is found to be infested with glassy-winged sharpshooter, Broker agrees to immediately discontinue shipments of affected plants until the CAC authorizes Broker to resume shipments. Any evidence of continued GWSS infestation must be reported to the CAC. Appropriate additional activities will be conducted under the direction of the CAC to determine if the pest risk has been mitigated.